

AGREEMENT BETWEEN PLAINTIFFS AND PLAINTIFFS' COUNSEL

Jerzon Perez-Barrios and Luz Monterroso-Perez ("Plaintiffs") and Brandon A. Thomas, and Mitchell D. Benjamin ("Plaintiffs' Counsel"). Collectively, Plaintiffs and Plaintiff's Counsel shall be referred to as the "Parties," and they have reached an Agreement as follows:

W I T N E S E T H

WHEREAS, Plaintiffs filed a lawsuit against JS Maid Cleaning Services, LLC and Edevaldo Lamaccia, Jr. (the "Defendants") in the United States District Court for the Northern District of Georgia, case no. 2:19-cv-00049-RWS ("Litigation"), alleging Defendants failed to pay overtime wages as required by 29 U.S.C. Section 201 et seq. (the "FLSA"); and

WHEREAS, the Litigation was conditionally settled at mediation before the Hon. Russell Vineyard on July 21, 2021; and

WHEREAS, the terms of the settlement between Plaintiffs and Defendants are contained in the fully executed Settlement Agreement Between Plaintiffs and Defendants annexed to this Agreement Between Plaintiffs and Plaintiff's Counsel" as Exhibit "A"; and

WHEREAS, at mediation it was agreed that in addition to the Five Thousand Dollars (\$5,000) agreed to be paid by Defendants to Plaintiffs to settle this case, Plaintiffs' Counsel agreed to pay Plaintiffs an additional Three Thousand Dollars (\$3,000) from the attorneys' fees awarded in this case.

NOW THEREFORE, for and in consideration of the terms set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby covenant and agree as follows:

(1) **Plaintiffs' Counsel's Payment to Plaintiffs from Attorneys' Fees.** In addition to the Settlement Payment from Defendants, Plaintiffs' counsel has agreed with Plaintiffs that they will pay Plaintiffs a total of \$3,000 from the first payment of their attorneys' fees that are awarded by the Court within fourteen (14) days of receipt of the payment. Plaintiffs expressly acknowledge that the payment of the Three Thousand dollars (\$3,000) from Plaintiffs' counsel is solely the obligation of Plaintiffs' counsel and not that of Defendants. Plaintiffs shall have no recourse against Defendants for any failure of Plaintiffs' counsel to make the \$3,000 payment required by this Agreement. From this \$3,000 amount allocated to Plaintiffs, Jerzon Perez-Barrios will receive \$2,435.00 and Luz Monterroso-Perez will receive \$565.00.

(2) **Contingencies.** The obligations of Plaintiffs' Counsel to make payments to Plaintiffs is contingent upon the Court approving both the Settlement Agreement Between Plaintiffs' and Defendants and this Agreement Between Plaintiffs and Plaintiffs' Counsel.

(3) **Limited Release of Plaintiff's Counsel.** Upon receipt of the \$3,000 required to be paid under this this Agreement, Plaintiffs' release and discharge Plaintiff's Attorneys of their obligation to pay the \$3,000, such obligation having been fulfilled. No other release is given by

Plaintiffs to Plaintiffs' Counsel.

(4) **Effective Date.** The Effective Date of this Agreement will be the date the Court in which the Litigation is pending approves the Settlement Agreement Between Plaintiffs' and Defendants and this Agreement.

(5) **Counterparts.** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(6) **Electronic Signatures.** The Parties jointly agree that electronic signatures of the Agreement will be acceptable just as though it were an original signature. See Sellers v. Sage Software, Inc., WL 5631106, 4-5 (N.D. Ga. 2018) (allowing electronic signatures upon the Parties' mutual consent); Consumer Financial Protection Bureau v. Universal Debt & Payment, Solutions, LLC, WL 1295004 (N.D. Ga. 2019) (electronic signatures accepted for sworn declarations under perjury); See also 15 U.S.C. Section 7001(a) (a signature cannot be denied legal effect solely because it is in electronic form).


(7) **Retention of Jurisdiction.** The Court shall retain jurisdiction over this matter until all payments have been made by Defendants and Plaintiffs' counsel pursuant to the Settlement Agreement Between Plaintiffs and Defendants and this Agreement for enforcement purposes.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

AGREED TO BY THE PARTIES, WITH INTENT TO BE LEGALLY BOUND

PLAINTIFFS

JERZON PEREZ-BARRIOS

Signature: 

Date: 8/20/2021

LUZ MONTERROSO-PEREZ

Signature: 

Date: 8/20/2021

PLAINTIFFS' COUNSEL

BRANDON A. THOMAS

Signature: 

By (Print): Brandon Thomas

Title: Plaintiffs' Attorney

Date: 8/20/2021

MITCHELL D. BENJAMIN

Signature: _____

By (Print): _____

Title: _____

Date: _____

AGREED TO BY THE PARTIES, WITH INTENT TO BE LEGALLY BOUND

PLAINTIFFS

JERZON PEREZ-BARRIOS

Signature: _____

Date: _____

LUZ MONTERROSO-PEREZ

Signature: _____

Date: _____

PLAINTIFFS' COUNSEL

BRANDON A. THOMAS

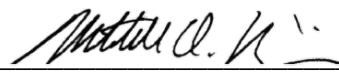
Signature: _____

By (Print): _____

Title: _____

Date: _____

MITCHELL D. BENJAMIN

Signature: 

By (Print): Mitchell D. Benjamin

Title: Plaintiffs' Attorney

Date: 8/20/2021